

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In Re, ANDREW E. CAHILL, Debtor, TOYOTA MOTOR CREDIT CORPORATION, Movant, v. ANDREW E. CAHILL, and KENNETH E. WEST Trustee, Respondents.	Bankruptcy No. 23-10470-mdc Chapter 13 Document No.
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, comes Movant, Toyota Motor Credit Corporation (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Motion for Relief from the Automatic Stay (the “Motion”), representing as follows:

THE PARTIES

1. Respondent, Andrew E. Cahill, (“Debtor”), is an adult individual with a place of residence located at 7711 Burholme Avenue, Philadelphia, PA 19111.
2. Kenneth E. West, is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

JURISDICTION AND VENUE

3. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Movant seeks relief pursuant to 11 U.S.C. § 362(d) and FRBP 4001 and 9014.

FACTUAL BACKGROUND

4. On or about February 17, 2023, the Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code.

5. On or about March 9, 2019, the Debtor purchased a 2012 Chevrolet Silverado 1500 Crew Cab LT 4WD, VIN# 3GCPKSE78CG102804 (the “Vehicle”), pursuant to a Retail Installment Contract (the “Contract”) with the Movant, a true and correct copy of which is attached hereto as Exhibit A.

6. Movant has a secured interest in the 2012 Chevrolet Silverado 1500 Crew Cab LT 4WD, VIN# 3GCPKSE78CG102804, as evidenced by the Certificate of Title attached hereto as Exhibit B.

7. The Contract requires monthly payments of \$427.96, which amounts are due on or before the 23rd of each month.

8. As of the date of this Motion, the Debtor is in default of their payment obligations to Movant in the amount of \$1,711.84. The Debtor is currently due for the payment due on March 15, 2023.

9. The Debtor’s Chapter 13 Plan states that payments to Movant will be made outside the Plan.

10. The gross balance due on the Contract is \$12,695.41.

11. The N.A.D.A value for the 2012 Chevrolet Silverado 1500 Crew Cab LT 4WD, VIN# 3GCPKSE78CG102804 is \$17,400.00. A true and correct copy of a printout showing that value is attached hereto as Exhibit C. Therefore, there is minimal equity in the collateral, the Debtor is still responsible for making monthly payments to Movant.

12. Movant is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because the Debtor has failed to make post-petition payments to Movant. 11 U.S.C. §362(d)(1).

WHEREFORE, Movant, Toyota Motor Credit Corporation, respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d), granting Movant relief from stay with respect to the 2012 Chevrolet Silverado 1500 Crew Cab LT 4WD, VIN# 3GCPKSE78CG102804.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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